



Account Application

Dubbo Depot
PO Box 1515
DUBBO NSW 2830
P: (02) 6884 9733
F: (02) 6884 1790
Free call: 1800 638 700
E: mailbox@inlandpetrol.com.au
W: www.inlandpetrol.com.au

Nature of your business (Please ensure pages 1 – 3 are completed)

- Sole Trader Public Company Govt. Instrumentality
 Partnership Pty Ltd Company Co-operative

(If a company, please provide a copy of the Incorporation Certificate. If a public company, please also provide the latest annual report).

Description of business: _____

Date business started: _____

Applicant's Name: _____

Trading as: _____
(Please provide a copy of the Business Name Registration)

ABN: _____

Parent Company: (if any) _____

Is the applicant acting as a trustee for a trading trust? Yes No

If yes, trust name: _____ Trust ABN: _____

Commercial Address: _____

Postal Address: _____

Contact details: Name _____ Work # _____

Fax # _____ Mobile # _____

Email _____

Has the Applicant (and, if a company, any of its directors) ever been bankrupt, insolvent or associated with an insolvent entity? (if yes, please provide details separately) Yes No

Estimated value of purchases per month: \$ _____ (proposed credit limit)

Name of your bank _____ Branch _____

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Trade References (i.e. major goods or service suppliers, but not finance or leasing companies or banks).

| | Name | Business | E-Mail Address | Telephone |
|---|-------|----------|----------------|-----------|
| 1 | _____ | _____ | _____ | _____ |
| 2 | _____ | _____ | _____ | _____ |
| 3 | _____ | _____ | _____ | _____ |

The term "Distributor", for the purposes of this Account Application refers to Castlyn Pty. Limited trading as 'Inland Petroleum'.

I/we hereby apply for a credit account and submit the above information.

I/we agree that subject to the Distributors acceptance of this Account Application, the Terms and Conditions (set out in the following pages) will apply to the provision of credit by the Distributor.

I/we declare that (a) the information provided on this Account Application is true and correct; (b) I/we understand it is an offence to give false or misleading information to obtain credit; (c) the Distributor reserves the right to accept or reject the Account Application in its absolute discretion; and (d) the Distributor may withdraw credit facilities at any time.

I/we have read and understood the Distributor's Credit Policy (which may be found at (www.inlandpetroleum.com.au) and agree that the Distributor may, subject to the *Privacy Act 1998* and the Credit Reporting Privacy Code, use and disclose any credit-related personal information about me/us as set out in the Credit Policy, including (a) identification particulars; (b) the amount of credit applied for; (c) the fact that credit has been provided to me/us; (d) details of any serious infringement; and (e) details of payment default. I/we acknowledge that such credit-related personal information may be used (a) to provide services to me/us; (b) to complete a review of my/our ability to repay any credit; (c) to tell me/us about products or services that may be of interest to me / us; (d) to assess, model and mitigate risk, fraud and crime; and (e) for research purposes.

I/we authorise the Distributor to make any and all checks including (a) obtaining a credit report about me/us from credit reporting bodies; and (b) obtaining credit information about me/us from other credit providers, in relation to commercial credit to satisfy itself as to the accuracy of the information provided by, and the financial reliability of, all persons named in this Account Application (whether as sole trader / partner / director / guarantor / etc). I/we further authorise the Distributor to make any periodic checks that it sees fit to continue its assessment. I/we acknowledge that in order to make these checks, it is necessary for the Distributor to disclose my/our credit information and personal information to third parties and I/we authorise the Distributor to do so.

I/we have read and understood the attached Terms and Conditions and agree that, subject to the Distributors acceptance of this Account Application, those Terms and Conditions will apply to the provision of credit by the Distributor to the Applicant.

For and behalf of the Applicant (in the case of a partnership, all partners must sign. In the case of a company, all directors must sign.)

| Name of signatory | Role | Address | Signature | Date |
|-------------------|-------|---------|-----------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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Personal Guarantee (to be completed where the Applicant is a corporate entity)

I/we the director(s) of the Applicant hereby jointly and severally guarantee to the Distributor the due performance of the attached Terms and Conditions by the Applicant, including Clauses 10, 11, 12 and 13, being the payment by the Applicant of all sums of money due and payable to, or on behalf of, the Distributor.

| Name of Director | DOB | Address | Signature | Name of witness | Drivers Licence No. | Date |
|------------------|-------|---------|-----------|-----------------|---------------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Please ensure that the following completed documents are attached to this Account Application:

- Inland Petroleum Direct Debit Request Form
- Inland Petroleum Fuel Card Order Form (if needed)
- Incorporation Certificate (for all companies)
- Business Name Registration (for all business name holders)
- Latest annual report (for public companies)

Personal Information for Sole Traders/Partnerships

For insurance purposes we require the following information to complete your account application form.

| Name | Date of Birth | Driver's License No. | Street Address | Suburb | Post Code |
|------|---------------|----------------------|----------------|--------|-----------|
| | | | | | |
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Terms and Conditions

Terms and Conditions

1. You acknowledge that you have read and understood these Terms and Conditions and that, if the Distributor accepts your Account Application, they will apply in addition to any terms included on the Account Application.

Acceptance

2. The Distributor may accept this Account Application by notice to you in writing, or by extending credit..

Credit Limit

3. The credit limit on your account (**Account**) is the amount notified to you by the Distributor. At any time, the Distributor may, by notice to you, reduce the credit limit.
4. You agree that you are solely responsible for payment of all purchases made on the Account.
5. You or anyone authorized by you to use the Account may obtain goods or services on credit up to the amount of the current credit limit. The Distributor reserves the right not to supply certain goods on credit.

Fuel Cards

6. You may apply for the following fuel card (**Fuel Cards**) to be linked to your Account:
 - a. the Inland BP Fuel Card, which:
 - i. may be used in the Distributor Network and any service station in the BP Australia Pty Ltd network;
 - ii. may be used at the Dubbo, Gilgandra, Cobar, Gulargambone and Gunnedah outdoor payment terminals;
7. The Distributor reserves the right to approve or reject any request for a Fuel Card at its sole discretion.
8. You acknowledge that if a Fuel Card is provided to you, you are solely responsible for all purchases made with the Fuel Card.

Charges

9. There is no charge to operate the Account or Fuel Cards except as provided in Clauses 10, 11 or 12.
10. The following fees apply to the use of the Fuel Cards:
 - a. For the Inland BP Fuel Card when used in the BP network:
 - i. \$0.38 transaction fee per transaction; and
 - ii. \$0.016 / litre of fuel; and
 - iii. an additional 10% on any shop sales;
 - b. For the Inland Motorpass Fuel Card when used outside the Inland Petroleum network:
 - i. \$0.50 transaction fee per transaction; and
 - ii. 0.01 / litre of fuel; and
 - iii. an additional 5% on any shop sales; and
 - iv. any additional percentage or fee imposed by the vendor for the use of the Inland Motorpass Fuel Card;
11. You agree to pay all Government charges or duties of any kind incurred in or in connection with the provision of credit by the Distributor including without limitation all stamp duties, financial institution duties and any other charges or duties of a like kind.
12. An interest charge not exceeding 35% per annum may apply to amounts not paid by the due date in accordance with Clause 14 or 15. Interest charges shall accrue daily on the outstanding balance and shall compound monthly. **You agree to pay, on an indemnity basis, any expenses incurred by the Distributor in enforcing its rights under this Agreement including without limitation any charges relating to dishonoured cheques and any fees paid to the Distributor's lawyers or collection agents in connection with recovery of moneys owing to the Distributor.**

Payment

13. You agree to pay the amount included on any invoice or statement (**Invoice**) for goods or services supplied by the Distributor plus any applicable additional fees and charges. Any person who signs this Account Application as an Applicant or as a guarantor shall be jointly and severally liable to pay all such amounts. Payment must be made by direct debit unless otherwise pre-approved by the Distributor. Where approved, payment may be by way of (a) BPAY; (b) credit card (a surcharge will be applied); (c) cheque; or (d) cash.
14. Subject to clause 15, you must pay the total amount owed to the Distributor by the 21st day of the month following supply. You are in default if payment in full is not received by the Distributor by that time.
15. Unless otherwise agreed in writing, and notwithstanding anything set out elsewhere in this agreement, if you purchase more than \$20,000 worth of goods on your Account in any week you must pay the total amount owed for that week's purchase to the Distributor within 7 days of receiving an Invoice.
16. Payment should be made to the address shown on the Invoice.
17. Unless you dispute an amount on an Invoice within 14 days of receipt, you are deemed to have accepted that Invoice.
18. Payments received by the Distributor shall be applied first in payment of any interest charges, second in payment of any enforcement expenses, third in payment of any government charges or duties, and fourth in payment for goods and services supplied.

Reservation of title to goods

19. Where goods have been supplied on credit, title to the goods shall remain with the Distributor until it has received payment in full for the goods. Nothing in this clause shall prevent the goods being sold, dealt with or used in the course of your business or being used for any purpose for which such goods are normally used provided that, if sold, the proceeds are held on trust for the Distributor and you agree to account to the Distributor for such proceeds.

Personal Property Securities Act

20. Unless otherwise defined in this Agreement, capitalised terms in this clause have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).
21. You agree that:
 - a. you grant to the Distributor a Security Interest in any goods purchased on credit and their Proceeds as security for the goods and any amount owing to the Distributor which may be a Purchase Money Security Interest;

- b. this Account Application and these Terms and Conditions constitute a Security Agreement for each purchase by you from the Distributor or its authorised agents on credit;
 - c. you will do all the things the Distributor requires to register a Financing Statement or Financing Change Statement;
 - d. you will not change any of your details that are included in the Financing Statement without first notifying the Distributor in writing;
 - e. you waive your right to receive a Verification Statement;
 - f. you must pay the Distributor's costs of any discharge or necessary amendment of any Registration;
 - g. if applicable, and to the maximum extent permitted by law, sections 129(3), 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA do not apply; and
 - h. to the maximum extent permitted by law, you contract out of, and waive any rights you may have pursuant to, sections 95 and 96 and, if applicable, sections 117, 118, 121(4), 123, 129(2) and 130 of the PPSA.
22. In addition to any other rights under these Terms and Conditions, the Distributor may exercise any and all remedies set out in the PPSA and you acknowledge that sections 126, 128, and 129(1) of the PPSA relating to seizure of goods and disposal of seized goods apply.
23. You appoint and authorise the Distributor as your attorney to sign in your name all documents which the Distributor needs to enforce or protect its rights and powers under this Agreement and under the PPSA.

Indemnity

24. You are responsible for maintaining the security of your Account and all Fuel Cards linked to your Account. You indemnify the Distributor for all costs, losses, damages and expenses which the Distributor incurs or suffers as a result of orders made to your Account or with your Fuel Cards whether with or without your authority.

Default

25. If you are in breach of any term of these Terms and Conditions (including if the credit obtained exceeds the current credit limit), the Distributor (or its employees or agents) may (i) demand immediate repayment of all moneys due by you; (ii) suspend the provision of further credit while you are in default; and/or (iii) enter any premises to repossess any goods in which the Distributor has title.

Termination

26. Either party may terminate the credit arrangement at any time by notice in writing. Upon termination, all amounts owing shall become immediately due and payable.

Variation

27. Except for clause 26, these Terms and Conditions may be varied added to or amended by the Distributor at any time by notice to you in writing.

Notices

28. Any notice given in respect of this agreement shall be given in writing and delivered, mailed, faxed or transmitted by electronic mail to the respective parties at their designated address. The Distributor's address is on this Account Application and its website. Your designated address is deemed to be the address stated in the Account Application or your registered office.

Waiver

29. No waiver by the Distributor of any breach shall be a waiver of any continuing or recurring breach.

Time of the essence

30. Time shall be of the essence for the performance of your obligations hereunder.

Proper law

31. The proper law of this contract shall be the law of New South Wales.

Privacy statement

32. The Distributor is an organisation bound by the Australian Privacy Principles under the *Privacy Act 1988*.
33. The kind of information the Distributor collects, and how that information may be stored, used and disclosed to third parties is detailed within the Distributor's Credit Reporting Policy and Privacy Policy.
34. If you have any concerns about the way this information is managed please contact the Distributor at the address on the front of this document or as set out in the Credit Reporting Privacy Policy and Privacy Policy.